

discloses the mental impressions, conclusions, opinion, or legal theories of any attorneys for Deuel Harvest Wind, (d) constitutes confidential and/or trade secret information, or (e) is otherwise protected from disclosure under applicable privileges, laws, or rules.

2. Deuel Harvest Wind objects to the definitions and instructions included in the Requests to the extent they attempt to impose obligations beyond those imposed by the South Dakota Rules of Civil Procedure in Circuit Courts or other applicable rules.

3. Deuel Harvest Wind objects to the Requests' definition of Invenergy as overbroad. For the purposes of these Answers, Invenergy shall be defined as Invenergy LLC, Deuel Harvest Wind Energy LLC, and Deuel Harvest Wind Energy South LLC, and any employee thereof.

4. Deuel Harvest Wind objects to the Requests to the extent they may be construed to request disclosure of information that is neither relevant to the claims or defenses of any party to this action nor reasonably calculated to lead to the discovery of admissible evidence.

5. Deuel Harvest Wind has exercised due diligence in responding to Petitioners' Requests. Deuel Harvest Wind reserves the right to supplement or amend any and all parts of the responses provided herein, and to object to the admissibility in evidence of any of the information contained in the responses.

6. The foregoing objections and limitations are included in each of the following answers and responses, regardless of whether they are repeated below.

7. Deuel Harvest Wind submits these answers and responses without conceding the relevancy, admissibility, or materiality of the subject matter of any individual Request.

Subject to and without waiving the foregoing objections, Deuel Harvest Wind provides the following responses:

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: Describe in detail all COMMUNICATION INVENERGY had with the BOARD, any Deuel County Commissioners, John Knight, or the Deuel County Zoning Officer that occurred outside of an OFFICIAL BOARD MEETING.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad and unduly burdensome because it is not limited in time period or by subject matter. Subject to and without waiving this objection, Deuel Harvest Wind had the following communications with individual members of the Board, Deuel County Commissioners, John Knight, or the Deuel County Zoning Officer outside of an official board meeting with respect to the Deuel Harvest North Wind Farm and Deuel Harvest South Wind Farm (together, "Project"):

- Zoning Board/Board of Adjustment:
 - Dan Litchfield spoke with Mike Dahl several times in November 2016 concerning his Wind Lease and Easement Agreement ("Wind Lease") (specifically, the termination of his Wind Lease).
 - Dan Litchfield spoke with George Holborn in November and/or December 2016 (who was, at that time, a member of the Zoning Board) regarding Mr. Holborn's stated concerns with respect to wind development.
 - Dan Litchfield met with Steve Rhody and Commissioner Dumke in March 2017 concerning setbacks.
 - Dan Litchfield ran into Paul Brandt at Melvee's, a local restaurant, once or twice, likely in 2017, and had brief conversations with him. Mr. Litchfield does not recall the substance of those conversations.
 - Michael Svedeman spoke with Kevin DeBoer regarding his Wind Lease and the termination thereof in or around November 2017.
- County Commissioners:
 - Deuel Harvest Wind hosted a landowner dinner meeting on November 2, 2016, which Commissioner DeJong attended (although, because he is not a participating landowner in the Project, he was not invited to the meeting). Commissioner Pederson may also have attended this meeting.
 - Dan Litchfield spoke with Commissioner DeJong in late December 2016 concerning the effect of new setbacks on wind development.

- Dan Litchfield and Michael Svedeman met with Commissioner Pederson in January 2017 regarding the release of his Wind Lease.
- In March and April 2017, Dan Litchfield and/or Michael Svedeman spoke with each of the various County Commissioners regarding the proposed revisions to the Ordinance.
- John Knight:
 - Michael Svedeman had various communications with Mr. Knight regarding Wind Leases with respect to his representation of Gregory Toben and Darold Hunt between November 2016 and November 2017.
- Zoning Officer:
 - Dan Litchfield met with Ms. Theisen on November 2, 2016, and spoke with her on November 22, 2016, concerning her Wind Lease.
 - On April 22, 2016, Michael Svedeman emailed Ms. Theisen to confirm the date of a County Commission meeting.
 - On May 2, 2016, Ms. Theisen emailed Michael Svedeman regarding newspaper publication notices.
 - On December 21, 2016, Ms. Theisen emailed Michael Svedeman concerning GIS data available from the County.
 - On December 29, 2017, Michael Svedeman delivered a copy of the Permit Applications to the Zoning Officer.
 - On January 8 and 10, 2018, Michael Svedeman emailed with Ms. Theisen concerning Permit Application filing notices.

See also Deuel Harvest Wind's Responses to Petitioners' Requests for Production of Documents.

INTERROGATORY NO. 2: Describe in detail all COMMUNICATION INVENERGY had with any member of the BOARD after the BOARD voted to grant the PERMIT.

ANSWER: None.

INTERROGATORY NO. 3: Describe in detail all COMMUNICATION INVENERGY had with John Knight after the BOARD voted to grant the PERMIT.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, none.

INTERROGATORY NO. 4: Describe in detail all COMMUNICATION INVENERGY had with FIRST DISTRICT in the last eight years.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, Michael Svedeman requested shapefiles of Deuel County from Darin Stein on November 21, 2016. Mr. Stein directed Mr. Svedeman to the Deuel County Director of Equalization, who did not respond to Mr. Svedeman's request for data.

INTERROGATORY NO. 5: Describe in detail all COMMUNICATION INVENERGY had with any Deuel County Commissioner after the BOARD voted to grant the PERMIT.

ANSWER: None.

INTERROGATORY NO. 6: Describe in detail John Knight's role and/or involvement in the PROJECT, including but not limited to, representation of any land owner involved in any negotiation or agreement with INVENERGY that you are aware of.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence, and because the use of the phrase "role and/or involvement" is vague and ambiguous. Deuel Harvest Wind further objects to this Interrogatory to the extent it seeks information not in the possession, custody, or control of Deuel Harvest Wind. Subject to and without waiving that objection, Deuel Harvest Wind understands that Mr. Knight represented Darold Hunt and Gregory Toben on Wind Leases with Invenergy.

INTERROGATORY NO. 7: Identify all persons who John Knight represented in any negotiation or agreement involving INVENERGY.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, see response to Interrogatory 6.

INTERROGATORY NO. 8: Describe in detail any payment paid or owed to John Knight by INVENERGY, including the reason for said payment.

ANSWER: None.

INTERROGATORY NO. 9: Describe in detail any gift given to John Knight by INVENERGY.

ANSWER: None.

INTERROGATORY NO. 10: Describe in detail Dennis Evenson’s role and/or involvement in the PROJECT.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, Dennis Evenson is a landowner in Deuel County and a Project participant.

INTERROGATORY NO. 11: Describe in detail any payment made or owed by INVENERGY to Denis Evenson, including the reason for said payment.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence and because it seeks confidential and/or trade secret information.

INTERROGATORY NO. 12: Identify all persons who have signed a Wind Lease and Easement Agreement for the PROJECT.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, see Appendix F of the Project’s Special Exception Permit Applications, already produced by the Board in its Return to Writ of Certiorari.

INTERROGATORY NO. 13: Identify all persons who have been released from a Wind Lease and Easement Agreement for the PROJECT.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and

without waiving those objections, the following persons have been released from a Wind Lease for the Project: Michael J. Dahl and Rhonda G. Dahl (effective 11/17/16); Lynn G. Pederson and Jeanine T. Pederson (dated 1/23/17); M A Gorder Land LLC (effective 2/6/17); Merle F. Niemann Living Trust (effective 2/6/17); Deanne Niemann Living Trust (effective 2/6/17); the Life Estate of Shirley A. Kjenstad (effective 6/8/17); Kevin DeBoer (two agreements, each effective 12/14/17); Troy Kwasniewski (effective 2/20/18); and Kenneth W. Knutson and Carole E. Knutson (effective 3/2/18).

INTERROGATORY NO. 14: Has INVENERGY entered into any agreement with Supreme Welding, LLC? If so, briefly explain the agreement.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence, overly broad, and seeking information that is confidential and/or trade secret. Subject to and without waiving those objections, no.

INTERROGATORY NO. 15: Has INVENERGY entered into any agreement with Rogness Truck and Equipment or Phillip Rogness? If so, briefly explain the agreement.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence, overly broad, and seeking information that is confidential and/or trade secret. Subject to and without waiving those objections, Invenergy has entered into two Wind Leases with Philip C. Rogness and Colleen A. Rogness.

INTERROGATORY NO. 16: Identify all Deuel County landowners who have signed any agreement with INVENERGY in the last ten years, and briefly explain the agreement.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, seeking information that is confidential and/or trade secret, and vague and ambiguous in its use of the phrase “any agreement.”

INTERROGATORY NO. 17: Identify any agreement INVENERGY has with any BOARD member, Deuel County Commissioner, or John Knight.

ANSWER: None.

INTERROGATORY NO. 18: Describe all events and/or meetings organized, sponsored, or attended by INVENERGY in Deuel County in the last ten years, including but not limited to an event at Pizza Shack, and Identify all BOARD members who attended.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, see Deuel Harvest Wind’s Responses to Petitioners’ Requests for Production of Documents.

INTERROGATORY NO. 19: Identify and describe all times INVENERGY met with any BOARD members, Zoning Officer, and/or John Knight outside of an OFFICIAL MEETING.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is vague, overly broad because it is not limited in time period or by subject matter. Subject to and without waiving this objection, see response to Interrogatory No. 1.

INTERROGATORY NO. 20: Identify all COMMUNICATION between INVENERGY and any BOARD member, Deuel County Commissioner, ZONING OFFICER, Darold Hunt, Dennis Evenson, and/or John Knight pertaining to John Homan’s runway application.

ANSWER: Deuel Harvest Wind objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 21: Describe in detail how INVENERGY received Garrett Homan’s report entitled DEUEL HARVEST PROPOSAL’S IMPACT ON HOMAN FIELD AIRPORT submitted to the Zoning Officer on January 22, 2018.

ANSWER: Mr. Garrett Homan submitted his document (“Deuel Harvest Proposal’s Impact on Homan Field Airport”) into the Board’s record for Deuel Harvest Wind’s applications for Special Exception Permits. As the applicant in that proceeding, Deuel Harvest Wind received the document from the Zoning Administrator once it was made part of the record.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Provide copies of all agreements INVENERGY has entered into with any BOARD MEMBER, Deuel County Commissioner, John Knight, Dennis Evenson, and any person with the last name of Kanengieter, Dahl, Brandt, Rhody, DeBoer, Thiesen, Knight, or Evenson.

RESPONSE: Deuel Harvest Wind objects to this Request because it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Deuel Harvest Wind will produce copies of agreements Invenergy has entered into with any Board member, County Commissioner, John Knight, and Jodi Theisen, to the extent any such agreements exist, subject to Petitioners' execution of an appropriate protective agreement to protect from disclosure confidential and/or trade secret information in and such agreements, including but not limited to confidential payment terms.

REQUEST NO. 2: Provide copies of all written or electronic COMMUNICATION between INVENERGY and the BOARD, any Deuel County Commissioners, John Knight, or the Deuel County Zoning Officer.

RESPONSE: Deuel Harvest Wind objects to this Request because it is not reasonably calculated to lead to the discovery of admissible evidence and is overly broad because it is not limited in time period or by subject matter. Subject to and without waiving these objections, Deuel Harvest Wind will produce copies of written or electronic communications between Invenergy and the Board, County Commissioners, John Knight, or the Zoning Officer, from January 1, 2016, to the filing of this litigation, which are related to the Project, to the extent any such communications exist.

REQUEST NO. 3: Provide copies of all written or electronic COMMUNICATION between INVENERGY and any Board member or Board member's family that refer to or relate to the PROJECT.

RESPONSE: Deuel Harvest Wind objects to this Request because it is overly broad because it is not limited in time period, not reasonably calculated to lead to the discovery of admissible evidence, and the use of the phrase “Board member’s family” is vague and ambiguous. Subject to and without waiving these objections, see Deuel Harvest Wind’s Response to Request No. 2.

REQUEST NO. 4: Provide copies of all written or electronic COMMUNICATION between INVENERGY and any person with the last name of Kanengieter, Dahl, Brandt, Rhody, DeBoer, Thiesen, Knight, or Evenson that refer or relate to the PROJECT.

RESPONSE: Deuel Harvest Wind objects to this Request because it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, see Deuel Harvest Wind’s Response to Request No. 2.

REQUEST NO. 5: Provide copies of all COMMUNICATION between INVENERGY and any BOARD member, Deuel County Commissioner, ZONING OFFICER, Darold Hunt, Dennis Evenson, and/or John Knight pertaining to John Homan’s runway application.

RESPONSE: Deuel Harvest Wind objects to this Request because it is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 6: Provide all guest lists or attendance lists from all events and or meetings organized or sponsored by INVENERGY in Deuel County in the last ten years, including meetings regarding a petition or possible petition for referendum.

RESPONSE: Deuel Harvest Wind objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, no meeting attendance lists exist.

REQUEST NO. 7: Provide all Petitions for Referendum that relate or refer to Deuel County.

RESPONSE: Deuel Harvest Wind objects to this Request to the extent that it seeks documents that are not within Deuel Harvest Wind’s custody or control. Deuel Harvest Wind

further objects to this request as overly broad and not reasonably calculated to lead to the discovery of admissible evidence.

AS TO ANSWERS:

DEUEL HARVEST WIND ENERGY LLC AND
DEUEL HARVEST WIND ENERGY SOUTH
LLC

By: _____



Subscribed and sworn to before me
this 4th day of September, 2018.

Ruth M. Nadolny
Notary Public



STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, being first duly sworn, upon his oath, hereby states: That he signed the foregoing answers to interrogatories; and that the answers given are true to the best of his knowledge, information, and belief.

DEUEL HARVEST WIND ENERGY LLC AND
DEUEL HARVEST WIND ENERGY SOUTH
LLC

By: _____



AS TO OBJECTIONS:

Dated: September 4, 2018

/s/ Lisa M. Agrimonti

Lisa M. Agrimonti (#3964)

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